

Entered: July 2nd, 2024

Signed: July 2nd, 2024

SO ORDERED

Maria Ellena Chavez-Ruark

MARIA ELLENA CHAVEZ-RUARK
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND (GREENBELT)

IN RE:

*

KAMERON J. MYERS

Debtor

*

Case No. 23-12200

* * * * *

*

Chapter 13

TD BANK, N.A., SUCCESSOR IN
INTEREST TO TD AUTO FINANCE LLC

Movant

*

*

vs.

*

KAMERON J. MYERS

Debtor

*

*

and

*

NIRIT G. MYERS

Co-Debtor

*

Respondents

*

* * * * *

CONSENT ORDER MODIFYING THE AUTOMATIC STAY AND CO-DEBTOR STAY

The Court having read and considered the Motion for Relief from the Automatic Stay and Co-Debtor Stay filed by TD Bank, N.A., successor in interest to TD Auto Finance LLC (“TD Bank”), together with the consents hereto, and for good cause appearing, it is, by the United States

Bankruptcy Court for the District of Maryland,

ORDERED, that the automatic stay and co-debtor stay imposed under 11 U.S.C. §§ 362(a) and 1301 are modified as to TD Bank as set forth herein;

FURTHER ORDERED, that the automatic stay and co-debtor stay shall continue in effect so long as:

(a) Kameron J. Myers ("Debtor") complies with the terms of the Retail Installment Sale Contract ("Contract") for the purchase of a 2022 Mazda CX-30, VIN 3MVDMBBL2NM430091 ("Vehicle"), in which TD Bank has a perfected security interest;

(b) TD Bank receives from Debtor, when due, the remaining monthly payments pursuant to the Contract, commencing with the payment of \$470.98 due on June 29, 2024;

(c) TD Bank also receives from Debtor the sum of \$1,875.42 in liquidation of the payment default under the Contract (\$1,376.42) and TD Bank's attorney and filing fees related to the Motion (\$499.00) in the following installments:

\$312.57 on or before July 14, 2024,
\$312.57 on or before August 14, 2024,
\$312.57 on or before September 14, 2024,
\$312.57 on or before October 14, 2024,
\$312.57 on or before November 14, 2024,
\$312.57 on or before December 14, 2024; and

(d) Counsel for TD Bank receives from Debtor proof of physical damage insurance coverage on the Vehicle, which conforms to Contract requirements and lists TD Bank as lienholder/loss payee, on or before June 29, 2024, and Debtor maintains such insurance coverage on the Vehicle at all times; and it is

FURTHER ORDERED, that in the event Debtor defaults in any payment or fails to fulfill any of the obligations under this Consent Order, TD Bank may file with the Court and provide Debtor and Debtor's counsel a written Notice of Default ("Notice") with demand for cure within

ten (10) days of the date of the Notice, and if the default is not cured within such time, the automatic stay and co-debtor stay shall be terminated as to TD Bank, the Vehicle and the proceeds thereof without the necessity of further notice, hearing, order or appearance, and TD Bank may proceed with any and all remedies available under state and/or federal law that are not inconsistent with Title 11 of the United States Code, including but not limited to, filing a proof of claim for any unsecured deficiency balance upon disposition of the Vehicle; and it is

FURTHER ORDERED, that TD Bank's obligation to provide the Debtor and Debtor's counsel with Notice shall terminate after the second event of default for which Notice is actually given, and upon the third event of default, the automatic stay and co-debtor stay shall be terminated as to TD Bank, the Vehicle and the proceeds thereof ten (10) days after TD Bank files with the Court and provides Debtor and Debtor's counsel a written Affidavit of Default and Notice of Termination of Automatic Stay and Co-Debtor Stay; and it is

FURTHER ORDERED, that the Debtor having waived the application of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure, this Order is enforceable on its date of entry.

Consented hereto:

/s/Eric S. Steiner
Eric S. Steiner, Esquire
P.O. Box 17598
Pmb 83805
Baltimore, MD 21297
Attorney for Debtor

/s/Jacob Zweig
Jacob Zweig, Esquire
Evans Petree PC
1715 Aaron Brenner Drive, Suite 800
Memphis, TN 38120
Attorney for TD Bank

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/ on this copy reference the signatures of consenting parties on the original consent order.

/s/Jacob Zweig
Jacob Zweig, Esquire

cc: Jacob Zweig
 Evans Petree PC
 1715 Aaron Brenner Drive, Suite 800
 Memphis, TN 38120

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Nirit G. Myers
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Timothy P. Branigan
Chapter 13 Trustee
9891 Broken Land Parkway, Suite 301
Columbia, MD 21046

End of Order